

Effective date: July 22, 2020

Knix Top Drawer Rewards Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS OF PARTICIPATION IN THE KNIX TOP DRAWER REWARDS LOYALTY PROGRAM CAREFULLY. BY PARTICIPATING IN THIS PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS PROGRAM.

1. Membership Eligibility and Overview

1.1. The Knix Top Drawer Rewards Loyalty Program (“Program”) is offered at the sole discretion of Knix (“Knix”, “we”, “our” or “us”). The Program is available to individuals for their personal use only and is limited to one account per individual. Corporations, associations or other groups may not participate in the Program. Individuals who are legal residents of Canada and the United States and at least the age of majority in their jurisdiction of residence and who provide and maintain a valid email address are eligible to become members. No purchase is necessary to join the Program. The Program may not be used for any business or commercial purpose and we may refuse to create an account for any reason. Employees of Knix and individuals employed by our business partners or vendors are eligible for membership for personal use only but may be excluded from certain benefits of the Program.

1.2. By joining the Program and becoming a Program member, you (individually and collectively, “you”, “your”, or “Member”), agree that you have read and understood and agree to be bound by these Program Terms and Conditions of Participation (“Program Terms”) and by any changes or notifications we may make. You should review these Program Terms and the related policies and FAQs frequently to understand the terms and conditions that apply to the Program as they may change from time to time. These Program Terms do not alter in any way the terms or conditions of any other agreement you may have with us, including any agreement for products or services. By enrolling in the Program, you also agree to be bound by our website [Privacy Policy](#), which are incorporated herein by reference. If you do

not agree to these Program Terms and our website [Privacy Policy](#), you cannot participate in the Program. The Program is void where prohibited by law.

2. Program Enrollment

2.1. Eligible individuals may only enroll in the Program by visiting www.knix.com (collectively, the “Site”) and following the Program prompts to register for the program.

2.2. You are required to provide your email address in order to enroll in the Program. You will also need to create an account by providing your name and creating a password in order to access certain Program benefits and rewards. You may also have the opportunity to provide us your birth date and mobile phone number but this information is optional. You are solely responsible for maintaining the accuracy of your account information and for updating it as required. You may update your personal information on the site.

2.3. Only one Program account may be associated with a single member and a single email address. In the event of a dispute over ownership of the Program membership account, the member will be deemed to be the authorized account holder of the email address submitted at the time of enrollment. For purposes of these Program Terms, the “authorized account holder” is the natural person who is assigned to the submitted email address by an internet provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

2.4. In order to be included in early access to sales and product launches, you will need to have provided expressed consent in order for us to communicate marketing messages to you. You can subscribe to the Program’s email or SMS campaigns by entering your email address and/or phone number into the popup upon accessing the site or emailing us at info@knix.com to ask to be added to the Knix Top Drawer Rewards Early Access email list.

3. How the Program Works

3.1. The Program is a way in which we reward and thank our loyal customers for purchasing our products and for participating in certain experiences on the Site. You are able to earn points and reach Program loyalty tiers by making eligible purchases or taking certain other Program actions. Once you

reach a certain loyalty tier and/or earn a certain number of points, you may be eligible for certain benefits and rewards applicable to that tier and/or number of points, which benefits may change from time to time and may be offered on a limited basis. Eligible purchases and other opportunities to earn points will be posted on the Site or may be published through other media (e.g. in marketing communications, social media, in-store, etc). Visit our [FAQs](#) to learn more about earning points and reaching the Program loyalty tiers.

3.2. The Program is a tier-based program determined by the number of points a member has earned within a single year on eligible purchases and through qualifying activities, beginning on the date when you enroll. There are 3 tiers with associated benefits:

- Tier 1, Super Fan \$0-\$249 annual spend
- Tier 2, Champion \$250-\$449 annual spend
- Tier 3, Passionate Badass \$450+ annual spend

When you join, you'll automatically be placed in Tier 1, Super Fan and be eligible for all the benefits Tier 1 members receive. Once you make purchases that cumulative total up to at least \$249 with a 12 month period, you'll be automatically moved up to Tier 2, Champion. If you make purchases that cumulative total up to at least \$449 with a 12 month period, you'll be automatically moved up to Tier 3, Passionate Badass.

In order to maintain your status, you need to make at least one purchase every 12 months, otherwise your points and status will expire.

3.3. For your purchase to qualify for the Program, you must be enrolled in the Program and (a) be signed into your online account at the time of purchase on the Site.

3.3.1. Members receive 1 point for every \$1 spent on eligible purchases on the Site. Purchases made in retail locations will be accounted for. Eligible purchases include merchandise on site and excludes eGift Cards, applicable taxes, shipping and delivery charges, and/or excluded charges specified by us from time-to-time. All points earned from purchases on the Site are pending until your order ships, at which point they are fully matured and capable of redemption.

3.3.2. In addition to these purchases, you may also earn points for the following actions on the Site. To earn points, you must be a Program member and be logged into your Program account before completing the actions listed on the Program's landing page. The number of points, if any, awarded for each action is determined by Knix in its sole but reasonable discretion and in all cases, subject to a maximum number of points earned for each action per year.

3.3.3. Points are valid for one year from your Program "anniversary date". This is the date you enrolled in the Program and occurs on a 12-month cycle. On your anniversary date each year, your points reset to zero if no activity has been made within the previous 12-month cycle.

4. Program Benefits and Rewards

4.1. As a member, your purchases earn you points and place you in a VIP tier. To redeem offers and rewards, you must have accumulated the minimum number of points as established by us for a particular benefit. Product rewards and samples are shipped with product purchases on the Site only. Points may never be exchanged for cash. You must be logged in to your Program account to use your benefits. You will find your eligible offers and rewards listed in your personal account. Qualifying members will receive email notifications when rewards are available if they have not opted-out of receiving Program emails.

4.1.1. **Point Redemption:** Points can be redeemed once you have accumulated 100 points. Redemption points and dollar value are listed below:

- 100 points = \$10 off
- 200 points = \$20 off
- 300 points = \$30 off
- 400 points = \$40 off

You may select the qualifying amount of points you'd like to redeem at checkout (on the right side of the screen, you must be logged into your Program account to see this).

4.1.2. Tier Benefits: Certain benefits are based on tier achieved and you are eligible for these benefits while you are in that tier regardless of the number of points you currently have. Tier benefits can only be redeemed on the Site.

- VIP Tier 1, Super Fan: \$0-\$249 annual spend
 - Buy 2 Bras, Get 15% Off
 - To take advantage of this, simply add any two bras to your cart, discount will be reflected at checkout. Cannot be combined with other offers.
 - Birthday Discount - 10% off
 - If you are opted-in to our emails, you will be notified of your birthday discount code, which will be valid for 30 days after your birthday
 - Exclusive Offers
 - If you are opted-in to our email or SMS programs, you may get special discounted offers sent to you
- VIP Tier 2, Champion: \$250-\$449 annual spend
 - \$5 Standard Shipping Rate
 - For orders within Canada and the US, excluding territories will enjoy a reduced shipping rate of \$5 vs \$10
 - Buy 2 Bras, Get 15% Off
 - To take advantage of this, simply add any two bras to your cart, discount will be reflected at checkout. Cannot be combined with other offers.
 - Birthday Discount - 15% off
 - If you are opted-in to our emails, you will be notified of your birthday discount code, which will be valid for 30 days after your birthday
 - Exclusive Offers
 - If you are opted-in to our email or SMS programs, you may get special discounted offers sent to you
 - Early Access to Sales and Product Launches
 - If you are opted-in to our email or SMS programs, you will be notified of early access to these events
- VIP Tier 3, Passionate Badass: \$450+ annual spend
 - Free Standard Shipping Rate, no minimums
 - For orders within Canada and the US, excluding territories will enjoy free shipping with no minimum purchase required
 - Buy 2 Bras, Get 15% Off
 - To take advantage of this, simply add any two bras to your cart, discount will be reflected at checkout. Cannot be combined with other offers.

- Birthday Discount - 20% off
 - If you are opted-in to our emails, you will be notified of your birthday discount code, which will be valid for 30 days after your birthday
- Exclusive Offers
 - If you are opted-in to our email or SMS programs, you may get special discounted offers sent to you
- Early Access to Sales and Product Launches
 - If you are opted-in to our email or SMS programs, you will be notified of early access to these events
- Quarterly Product Giveaways
 - Every quarter we will draw one customer from VIP Tier 3 to receive a \$100 Gift Card to Knix. If you would like a list of winners or dates of the draw, please email info@knix.com

4.2. Neither accounts nor Program rewards, benefits and/or points may be transferred, shared or combined. Only the member paying for the products may accumulate rewards, benefits and/or points. Members will not receive rewards, benefits and/or points on purchases which are reimbursed by corporations or other organizations ineligible to participate in the Program. We reserve the right to monitor the number of accounts per household and refuse, merge or close additional or duplicate accounts at any time. Your account information (including security details) are confidential and should not be shared with any other person.

4.3. Rewards, benefits and/or points earned through the Program have no cash value, are non-transferable, and you have no property rights in or to rewards or other Program benefits. Points credited to your Program account will be decreased or reversed, as applicable, if part or all of the purchase is returned or cancelled or if the credit is obtained through fraudulent or other activity that violates these Program Terms. The sale, barter, transfer, or assignment of any rewards, benefits, or points offered through the Program, other than by us, is expressly prohibited.

4.4. Rewards cannot be exchanged or returned for points, another product, or a monetary refund.

4.5. The products and services available through the Program and any samples that we may provide to you are for personal use only. You may not sell or resell any of the products, services, or samples you purchase or otherwise receive from us. We reserve the right, without notice, to cancel or reduce the quantity of any order to be filled and/or any products or services to be provided to you that we believe, in our sole discretion, may result in the violation of our Program Terms.

4.6. We are not responsible for rewards, benefits and/or points lost or redeemed due to fraudulent activity by you or any third party.

4.7. We reserve the right to change Program benefits, how you reach each Program tier, how you earn points and how we evaluate and reward your eligible purchases and/or other Program activity. We reserve the right to place limits on the number of purchases or activities that are eligible for the Program and/or for any given tier or point level, the number or types of rewards or benefits you may receive or earn in any given tier or at any given point level, in a given time period or for the duration of the Program, and/or any combination thereof.

4.8. If you have concerns that a purchase or other activity was not properly applied to your account, you should contact our Customer Experience team at info@knix.com. Your email must specify your name and email address associated with the Program, the date of the Program activity, and the issue(s) you encountered. This email must be sent no more than forty-five (45) days after the date the purchase or other Program activity took place. We are not responsible for late notifications about purchases or other Program activities not being credited to an account.

5. Marketing Communications

5.1. By enrolling in the Program, you will automatically receive Program-related emails, including Program marketing emails and information about your Knix Top Drawer Rewards account, rewards and benefits. We may also give you the option to opt-in to receive other marketing communications from Knix at the time of enrollment.

5.2. You may opt-out of receiving Knix marketing emails or SMS messages at any time by following the instructions provided in the email or SMS message or as otherwise provided in the Knix [Privacy Policy](#), but operational emails will still be sent to you as they relate to your membership in the Program. Examples of these include, but are not limited to, a redemption confirmation email, a new points acquisition email, a profile update email, or other communications that relate to your account. If you terminate your Program membership, you will no longer receive Program-related communications. If you opt-out of Program-related marketing emails, you will no longer receive emails regarding the Program rewards or benefits that may be available to you.

6. Termination and Modification

6.1. The Program and its benefits are offered at our sole discretion. Except where prohibited by law (which may include Quebec), we may, in our discretion, cancel, modify, restrict or terminate these Program Terms, our FAQs, and/or the Program or any aspect or feature of the Program at any time without prior notice, even though such changes may affect the value of rewards or benefits already accumulated or earned and/or the ability to redeem accumulated rewards or benefits.

6.2. We reserve the right to exclude you from or to discontinue your participation in the Program and to audit your membership account at any time, in our sole discretion. To keep your account active you must log in to your Program account and make a purchase within 12 months. Any suspected abuse of the Program, failure to follow any Program Terms, membership inactivity for more than 12 months, illegal activity, fraud, misrepresentation or other conduct inconsistent with these Program Terms and/or detrimental to us or our interests, including without limitation, any suspected illegal, fraudulent other unauthorized use of any Program rewards, points, cards, credits, vouchers, coupons and/or certificates, may result in the revocation of your membership and make you ineligible for further participation in the Program. If your membership is revoked, any rewards or benefits in your account will automatically expire and your access to the Program and features will automatically terminate. If we suspect illegal activity, fraud, misrepresentation, abuse or violation of these Program Terms, we also have the right to take appropriate legal action, in our sole discretion.

6.3. If you decide you no longer want to be a part of the Program, you may cancel your membership by emailing info@knix.com. If you cancel your membership, you will lose all accumulated points and benefits, and your tier status will automatically expire.

7. Disclaimer of Warranties; Limitation of Liability

7.1. THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING QUEBEC, DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LEGAL WARRANTIES, LIABILITY OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY.

7.2. NEITHER KNIX NOR OUR AFFILIATES, OR PARTNERS MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OR THE PROGRAM OR ANY OF THE REWARDS, BENEFITS, OR POINTS ASSOCIATED WITH THE PROGRAM INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

7.3. YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KNIX NOR OUR AFFILIATES, OR PARTNERS WILL BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UNDER ANY CIRCUMSTANCES FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE PROGRAM; (c) DATA NON-DELIVERY, LOSS, THEFT, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF THIRD PARTY LINKS ON THE SITE OR USE OF ANY REWARD OR BENEFIT OF THE PROGRAM; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES; (f) ANY INACCURACIES OR OMISSIONS IN PROGRAM CONTENT; OR (g) EVENTS BEYOND OUR REASONABLE

CONTROL. WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT DEFECTS OR ERRORS WILL BE CORRECTED

7.4. IF YOU HAVE A DISPUTE WITH US OR ARE DISSATISFIED WITH THE PROGRAM, TERMINATION OF YOUR MEMBERSHIP IN THE PROGRAM IS YOUR SOLE REMEDY. WE HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU.

8. Governing Law and Disputes

Unless that laws of your jurisdiction require that those laws apply (such as in Quebec), this Program and these Terms will be governed by and construed under the substantive laws of the province of Ontario and the laws of Canada applicable therein.